

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Case No. 8:24-cv-00067-FWS-JDE

KIMBERLY HUDSON-BRYANT,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

OCMBC, INC. D/B/A LOANSTREAM

Defendant.

STIPULATED PROTECTIVE ORDER

Based on the parties' Joint Request (Dkt. 25) and for good cause shown, the Court finds and orders as follows.

I. PURPOSES AND LIMITATIONS

A. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court

1 to enter the following Stipulated Protective Order. The parties acknowledge that
2 this Order does not confer blanket protections on all disclosures or responses to
3 discovery and that the protection it affords from public disclosure and use extends
4 only to the limited information or items that are entitled to confidential treatment
5 under the applicable legal principles. The parties further acknowledge, as set
6 forth in Section XIII(C), below, that this Stipulated Protective Order does not
7 entitle them to file confidential information under seal; Civil Local Rule 79-5 sets
8 forth the procedures that must be followed and the standards that will be applied
9 when a party seeks permission from the Court to file material under seal.

10 **II. GOOD CAUSE STATEMENT**

11 A. Defendant OCMBC, Inc. d/b/a LoanStream (“LoanStream” or
12 “Defendant”) is involved in the provision of mortgage lending services. This
13 putative class action arises out of Plaintiff’s claim that she was contacted by
14 LoanStream or vendors and/or sub-vendors LoanStream allegedly retained.
15 Accordingly, discovery in this case may include, to the extent such information
16 and documents exist, private telephone numbers, calling records of individuals,
17 and commercially sensitive communications and documents. To the extent such
18 information exists, such information may include, but is not limited to, lead lists
19 identifying the name and phone number of persons contacted, call recordings
20 where those persons described their mortgage needs, marketing materials that are
21 generally unavailable to the public, and other personally and commercially
22 sensitive information protected from disclosure under state and federal statutes
23 (*e.g.*, RESPA), court rules, case decisions, or common law. Accordingly, to
24 expedite the flow of information in a manner that complies with state and federal

informational and mortgage banking privacy laws, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

III. DEFINITIONS

A. Action: *Kimberly Hudson-Bryant, individually and on behalf of all others similarly situated v. OCMBC, Inc. d/b/a LoanStream*, Case No. 8:24-cv-67-FWS-JDE.

B. Challenging Party: A Party or Non-Party that challenges the designation of information or items under this Order.

C. “CONFIDENTIAL” Information or Items: Information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), the Real Estate Settlement Procedures Act (“RESPA”), the Gramm–Leach–Bliley Act (“GLBA”), and other similar state and federal privacy laws, and/or as specified above in the Good Cause Statement.

D. Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

1 E. Designating Party: A Party or Non-Party that designates information or
2 items that it produces in disclosures or in responses to discovery as
3 “CONFIDENTIAL.”

4 F. Disclosure or Discovery Material: All items or information, regardless of
5 the medium or manner in which it is generated, stored, or maintained (including,
6 among other things, testimony, transcripts, and tangible things), that are
7 produced or generated in disclosures or responses to discovery in this matter.

8 G. Expert: A person with specialized knowledge or experience in a matter
9 pertinent to the litigation who has been retained by a Party or its counsel to serve
10 as an expert witness or as a consultant in this Action.

11 H. House Counsel: Attorneys who are employees of a party to this Action.
12 House Counsel does not include Outside Counsel of Record or any other outside
13 counsel.

14 I. Non-Party: Any natural person, partnership, corporation, association, or
15 other legal entity not named as a Party to this action.

16 J. Outside Counsel of Record: Attorneys who are not employees of a party to
17 this Action but are retained to represent or advise a party to this Action and have
18 appeared in this Action on behalf of that party or are affiliated with a law firm
19 which has appeared on behalf of that party, and includes support staff.

20 K. Party: Any party to this Action, including all of its officers, directors,
21 employees, consultants, retained experts, and Outside Counsel of Record (and
22 their support staffs).

23 L. Producing Party: A Party or Non-Party that produces Disclosure or
24 Discovery Material in this Action.

1 M. Professional Vendors: Persons or entities that provide litigation support
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or
3 demonstrations, and organizing, storing, or retrieving data in any form or
4 medium) and their employees and subcontractors.

5 N. Protected Material: Any Disclosure or Discovery Material that is
6 designated as "CONFIDENTIAL."

7 O. Receiving Party: A Party that receives Disclosure or Discovery Material
8 from a Producing Party.

9 **IV. SCOPE**

10 A. The protections conferred by this Stipulation and Order cover not only
11 Protected Material (as defined above), but also (1) any information copied or
12 extracted from Protected Material; (2) all copies, excerpts, summaries, or
13 compilations of Protected Material; and (3) any testimony, conversations, or
14 presentations by Parties or their Counsel that might reveal Protected Material.

15 B. Any use of Protected Material at trial shall be governed by the orders of the
16 trial judge. This Order does not govern the use of Protected Material at trial.

17 **V. DURATION**

18 A. Even after final disposition of this litigation, the confidentiality obligations
19 imposed by this Order shall remain in effect until a Designating Party agrees
20 otherwise in writing or a court order otherwise directs. Final disposition shall be
21 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
22 with or without prejudice; and (2) final judgment herein after the completion and
23 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
24

1 including the time limits for filing any motions or applications for extension of
2 time pursuant to applicable law.

3 **VI. DESIGNATING PROTECTED MATERIAL**

4 A. Exercise of Restraint and Care in Designating Material for Protection:

5 1. Each Party or Non-Party that designates information or items for
6 protection under this Order must take care to limit any such designation to
7 specific material that qualifies under the appropriate standards. The
8 Designating Party must designate for protection only those parts of
9 material, documents, items, or oral or written communications that qualify
10 so that other portions of the material, documents, items, or
11 communications for which protection is not warranted are not swept
12 unjustifiably within the ambit of this Order.

13 2. Mass, indiscriminate, or routinized designations are prohibited.
14 Designations that are shown to be clearly unjustified or that have been
15 made for an improper purpose (e.g., to unnecessarily encumber the case
16 development process or to impose unnecessary expenses and burdens on
17 other parties) may expose the Designating Party to sanctions.

18 3. If it comes to a Designating Party's attention that information or
19 items that it designated for protection do not qualify for protection, that
20 Designating Party must promptly notify all other Parties that it is
21 withdrawing the inapplicable designation.

22 B. Manner and Timing of Designations:

23 1. Except as otherwise provided in this Order (*see, e.g.*, Section B(2)(b)
24 below), or as otherwise stipulated or ordered, Disclosure or Discovery

1 Material that qualifies for protection under this Order must be clearly so
2 designated before the material is disclosed or produced.

3 2. Designation in conformity with this Order requires the following:

4 a. For information in documentary form (e.g., paper or
5 electronic documents, but excluding transcripts of depositions or
6 other pretrial or trial proceedings), that the Producing Party affix at
7 a minimum, the legend "CONFIDENTIAL" (hereinafter
8 "CONFIDENTIAL legend"), to each page that contains protected
9 material. If only a portion or portions of the material on a page
10 qualifies for protection, the Producing Party also must clearly
11 identify the protected portion(s) (e.g., by making appropriate
12 markings in the margins).

13 b. A Party or Non-Party that makes original documents
14 available for inspection need not designate them for protection until
15 after the inspecting Party has indicated which documents it would
16 like copied and produced. During the inspection and before the
17 designation, all of the material made available for inspection shall
18 be deemed "CONFIDENTIAL." After the inspecting Party has
19 identified the documents it wants copied and produced, the
20 Producing Party must determine which documents, or portions
21 thereof, qualify for protection under this Order. Then, before
22 producing the specified documents, the Producing Party must affix
23 the "CONFIDENTIAL legend" to each page that contains Protected
24 Material. If only a portion or portions of the material on a page

1 qualifies for protection, the Producing Party also must clearly
2 identify the protected portion(s) (e.g., by making appropriate
3 markings in the margins).

4 c. For testimony given in depositions, that the Designating
5 Party identify the specific parts of the transcript and/or exhibits as
6 “CONFIDENTIAL” within 30 days of receiving the deposition
7 transcript.

8 d. For information produced in form other than document and
9 for any other tangible items, that the Producing Party affix in a
10 prominent place on the exterior of the container or containers in
11 which the information is stored the legend “CONFIDENTIAL.” If
12 only a portion or portions of the information warrants protection,
13 the Producing Party, to the extent practicable, shall identify the
14 protected portion(s).

15 C. Inadvertent Failure to Designate

16 1. If timely corrected, an inadvertent failure to designate qualified
17 information or items does not, standing alone, waive the Designating
18 Party’s right to secure protection under this Order for such material. Upon
19 timely correction of a designation, the Receiving Party must make
20 reasonable efforts to assure that the material is treated in accordance with
21 the provisions of this Order.

22 2. The Parties stipulate that qualified information or items produced
23 before the entry of this Order may be timely designated as
24 “CONFIDENTIAL” in accordance with Section B above.

VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS

A. Timing of Challenges

1. Any party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

B. Meet and Confer

1. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

C. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

VIII. ACCESS TO AND USE OF PROTECTED MATERIAL

A. Basic Principles

1. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section XIV below.

1 2. Protected Material must be stored and maintained by a Receiving
2 Party at a location and in a secure manner that ensures that access is
3 limited to the persons authorized under this Order.

4 B. Disclosure of “CONFIDENTIAL” Information or Items

5 1. Unless otherwise ordered by the Court or permitted in writing by
6 the Designating Party, a Receiving Party may disclose any information or
7 item designated “CONFIDENTIAL” only to:

8 a. The Receiving Party’s Outside Counsel of Record in this
9 Action, as well as employees of said Outside Counsel of Record to
10 whom it is reasonably necessary to disclose the information for this
11 Action;

12 b. The officers, directors, and employees (including House
13 Counsel) of the Receiving Party to whom disclosure is reasonably
14 necessary for this Action;

15 c. Experts (as defined in this Order) of the Receiving Party to
16 whom disclosure is reasonably necessary for this Action and who
17 have signed the “Acknowledgment and Agreement to Be Bound”
18 (Exhibit A);

19 d. The Court and its personnel;

20 e. Court reporters and their staff;

21 f. Professional jury or trial consultants, mock jurors, and
22 Professional Vendors to whom disclosure is reasonably necessary
23 for this Action and who have signed the “Acknowledgment and
24 Agreement to be Bound” attached as Exhibit A hereto;

1 g. The author or recipient of a document containing the
2 information or a custodian or other person who otherwise possessed
3 or knew the information;

4 h. During their depositions, witnesses, and attorneys for
5 witnesses, in the Action to whom disclosure is reasonably necessary
6 provided: (i) the deposing party requests that the witness sign the
7 “Acknowledgment and Agreement to Be Bound;” and (ii) they will
8 not be permitted to keep any confidential information unless they
9 sign the “Acknowledgment and Agreement to Be Bound,” unless
10 otherwise agreed by the Designating Party or ordered by the Court.
11 Pages of transcribed deposition testimony or exhibits to depositions
12 that reveal Protected Material may be separately bound by the court
13 reporter and may not be disclosed to anyone except as permitted
14 under this Stipulated Protective Order; and

15 i. Any mediator or settlement officer, and their supporting
16 personnel, mutually agreed upon by any of the parties engaged in
17 settlement discussions.

18 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
19 **IN OTHER LITIGATION**

20 A. If a Party is served with a subpoena or a court order issued in other
21 litigation that compels disclosure of any information or items designated in this
22 Action as “CONFIDENTIAL,” that Party must:

23 1. Promptly notify in writing the Designating Party no fewer than
24 seven days before the deadline by which the Party must respond to the

1 subpoena or court order. Such notification shall include a copy of the
2 subpoena or court order;

3 2. Promptly notify in writing the party who caused the subpoena or
4 order to issue in the other litigation that some or all of the material covered
5 by the subpoena or order is subject to this Protective Order. Such
6 notification shall include a copy of this Stipulated Protective Order; and

7 3. Cooperate with respect to all reasonable procedures sought to be
8 pursued by the Designating Party whose Protected Material may be
9 affected.

10 B. If the Designating Party timely seeks a protective order, the Party served
11 with the subpoena or court order shall not produce any information designated in
12 this action as “CONFIDENTIAL” before a determination by the Court from which
13 the subpoena or order issued, unless the Party has obtained the Designating
14 Party’s permission. The Designating Party shall bear the burden and expense of
15 seeking protection in that court of its confidential material and nothing in these
16 provisions should be construed as authorizing or encouraging a Receiving Party
17 in this Action to disobey a lawful directive from another court.

18 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
19 **PRODUCED IN THIS LITIGATION**

20 A. The terms of this Order are applicable to information produced by a Non-
21 Party in this Action and designated as “CONFIDENTIAL.” Such information
22 produced by Non-Parties in connection with this litigation is protected by the
23 remedies and relief provided by this Order. Nothing in these provisions should
24 be construed as prohibiting a Non-Party from seeking additional protections.

1 B. In the event that a Party is required, by a valid discovery request, to
 2 produce a Non-Party's confidential information in its possession, and the Party is
 3 subject to an agreement with the Non-Party not to produce the Non-Party's
 4 confidential information, then the Party shall:

5 1. Promptly notify in writing the Requesting Party and the Non-Party
 6 that some or all of the information requested is subject to a confidentiality
 7 agreement with a Non-Party;

8 2. Promptly provide the Non-Party with a copy of the Stipulated
 9 Protective Order in this Action, the relevant discovery request(s), and a
 10 reasonably specific description of the information requested; and

11 3. Make the information requested available for inspection by the
 12 Non-Party, if requested.

13 C. If the Non-Party fails to seek a protective order from this court within 14
 14 days of receiving the notice and accompanying information, the Receiving Party
 15 may produce the Non-Party's confidential information responsive to the discovery
 16 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
 17 not produce any information in its possession or control that is subject to the
 18 confidentiality agreement with the Non-Party before a determination by the court.
 19 Absent a court order to the contrary, the Non-Party shall bear the burden and
 20 expense of seeking protection in this court of its Protected Material.

21 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

22 A. If a Receiving Party learns that, by inadvertence or otherwise, it has
 23 disclosed Protected Material to any person or in any circumstance not authorized
 24 under this Stipulated Protective Order, the Receiving Party must immediately (1)

1 notify in writing the Designating Party of the unauthorized disclosures, (2) use its
 2 best efforts to retrieve all unauthorized copies of the Protected Material, (3)
 3 inform the person or persons to whom unauthorized disclosures were made of all
 4 the terms of this Order, and (4) request such person or persons to execute the
 5 “Acknowledgment and Agreement to be Bound” that is attached hereto as Exhibit
 6 A.

7 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
 8 **PROTECTED MATERIAL**

9 A. When a Producing Party gives notice to Receiving Parties that certain
 10 inadvertently produced material is subject to a claim of privilege or other
 11 protection, the obligations of the Receiving Parties are those set forth in Federal
 12 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
 13 whatever procedure may be established in an e-discovery order that provides for
 14 production without prior privilege review. Pursuant to Federal Rule of Evidence
 15 502(d) and (e), insofar as the parties reach an agreement on the effect of
 16 disclosure of a communication or information covered by the attorney-client
 17 privilege or work product protection, the parties may incorporate their agreement
 18 in the Stipulated Protective Order submitted to the Court.

19 **XIII. MISCELLANEOUS**

20 A. Right to Further Relief

21 1. Nothing in this Order abridges the right of any person to seek its
 22 modification by the Court in the future.

23 B. Right to Assert Other Objections
 24

1 1. By stipulating to the entry of this Protective Order, no Party waives
2 any right it otherwise would have to object to disclosing or producing any
3 information or item on any ground not addressed in this Stipulated
4 Protective Order. Similarly, no Party waives any right to object on any
5 ground to use in evidence of any of the material covered by this Protective
6 Order.

7 C. Filing Protected Material

8 1. A Party that seeks to file under seal any Protected Material must
9 comply with Civil Local Rule 79-5. Protected Material may only be filed
10 under seal pursuant to a court order authorizing the sealing of the specific
11 Protected Material at issue. If a Party's request to file Protected Material
12 under seal is denied by the Court, then the Receiving Party may file the
13 information in the public record unless otherwise instructed by the Court.

14 **XIV. FINAL DISPOSITION**

15 A. After the final disposition of this Action, as defined in Section V, within
16 sixty (60) days of a written request by the Designating Party, each Receiving Party
17 must return all Protected Material to the Producing Party or destroy such
18 material. As used in this subdivision, "all Protected Material" includes all copies,
19 abstracts, compilations, summaries, and any other format reproducing or
20 capturing any of the Protected Material. Whether the Protected Material is
21 returned or destroyed, the Receiving Party must submit a written certification to
22 the Producing Party (and, if not the same person or entity, to the Designating
23 Party) by the 60 day deadline that (1) identifies (by category, where appropriate)
24 all the Protected Material that was returned or destroyed and (2) affirms that the

1 Receiving Party has not retained any copies, abstracts, compilations, summaries
2 or any other format reproducing or capturing any of the Protected Material.
3 Notwithstanding this provision, Counsel are entitled to retain an archival copy of
4 all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
5 memoranda, correspondence, deposition and trial exhibits, expert reports,
6 attorney work product, and consultant and expert work product, even if such
7 materials contain Protected Material. Any such archival copies that contain or
8 constitute Protected Material remain subject to this Protective Order as set forth
9 in Section V.

10 B. Any violation of this Order may be punished by any and all appropriate
11 measures including, without limitation, contempt proceedings and/or monetary
12 sanctions.

13
14 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

15
16 Dated: June 18, 2024


17 
18 JOHN D. EARLY
19 United States Magistrate Judge
20
21
22
23
24

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
 _____ [print or type full address], declare under penalty of perjury that I
 have read in its entirety and understand the Stipulated Protective Order that was issued
 by the United States District Court for the Central District of California on June 18, 2024,
 in the case of Kimberly Hudson-Bryant v. OCMBC, Inc. d/b/a Loanstream, Case No.
 8:24-cv-00067-FWS-JDE (C.D. Cal.). I agree to comply with and to be bound by all the
 terms of this Stipulated Protective Order and I understand and acknowledge that failure
 to so comply could expose me to sanctions and punishment in the nature of contempt. I
 solemnly promise that I will not disclose in any manner any information or item that is
 subject to this Stipulated Protective Order to any person or entity except in strict
 compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
 the Central District of California for the purpose of enforcing the terms of this Stipulated
 Protective Order, even if such enforcement proceedings occur after termination of this
 action. I hereby appoint _____ [print or type full name] of
 _____ [print or type full address and telephone number] as
 my California agent for service of process in connection with this action or any
 proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____